THE HON'BLE SRI JUSTICE L.NARASIMHA REDDY

W.P.M.P.No.22074 of 2005

Dated 14-12-2005

Between:

M.S.Babu Rao.

.. **PETITIONER**

AND

The Principal, Kurnool Government Medical College,

Kurnool and others.

.. **RESPONDENTS**

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ORDER:

The petitioner functioned as a contractor for canteen in the premises of the Kurnool Government Medical College, Kurnool. The lease was granted by respondents 4 and 5 (for short "respondents"). Dispute arose between them, in relation to the termination of the contract to run the canteen. Petitioner filed W.P.No.13040 of 2003. After examining the contentions of both the parties, the writ petition was disposed of with certain directions. Respondents were directed to pay compensation for the building erected by the petitioner after getting the same assessed by the Executive Engineer of Roads and Buildings Department of Kurnool Division. No relief was granted in favour of the petitioner as regard to the continuance of the canteen.

This writ petition is filed alleging that contrary to the pleadings in W.P.No.13040 of 2003 and undertaking given therein, respondents are running the very same canteen, through a third party. The petitioner states that his contract was terminated by respondents on the sole ground that they do not want to continue the same and since, it has emerged that the canteen is being run, he is entitled to be awarded the contract.

A counter affidavit is filed on behalf of respondents. It is stated that the canteen was closed for last several months and that the petitioner was paid a sum of Rs.6,70,000/- as directed by this court. It is alleged that for the convenience of the patients and inmates of the hospital, the canteen is being run with their own staff and that no third party is awarded the contract.

Heard the learned counsel for the petitioner, the learned Government Pleader for

Medical and Health, and the learned Standing Counsel for respondents.

The relief claimed by the petitioner warrants, recording of findings, on several disputed questions of facts. However, the third party, in whose favour the contract is said to have been awarded, is not impleaded in this writ petition. Various reliefs claimed by the petitioner, cannot be granted in the present form.

Therefore, the writ petition is dismissed, leaving it open to the petitioner to work out his remedies duly impleading the parties, who are necessary, for the effective adjudication of the dispute. No order as to costs.

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14-12-2005

Prv